

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re: Cooks Venture, Inc., Debtor.	Chapter 7 Case No. 24-10828-KBO
In re: Cooks Venture Poultry, Inc., Debtor.	Chapter 7 Case No. 24-10829-KBO
In re: Cooks Venture Poultry Jay, Inc., Debtor.	Chapter 7 Case No. 24-10830-KBO

**DECLARATION OF ANTHONY MCINTYRE IN SUPPORT OF INDENTURE
TRUSTEE’S RESPONSE TO COOKS CA LLC’S OBJECTION TO EMERGENCY
MOTION OF ALFRED T. GIULIANO, CHAPTER 7 TRUSTEE, FOR AN ORDER: (I)
AUTHORIZING THE TRUSTEE TO CONTINUE LIMITED OPERATION OF THE
DEBTORS’ BUSINESS PURSUANT TO 11 U.S.C. § 751 THROUGH AND INCLUDING
MAY 10, 2024; (II) AUTHORIZING ON AN INTERIM BASIS THE USE OF CASH
COLLATERAL PURSUANT TO 11 U.S.C. § 363 AND THE OBTAINING OF SECURED
POST-PETITION FINANCING ON A SECURED AND SUPERPRIORITY
BASIS PURSUANT TO 11 U.S.C. § 364, AND (III) SCHEDULING A FINAL
HEARING ON THE USE OF CASH COLLATERAL AND POST-PETITION
FINANCING UNDER BANKRUPTCY RULE 4001**

I, Anthony McIntyre, declare, pursuant to 28 U.S.C. § 1746, under penalty of perjury
that:

1. I am a Vice Chairman Northeast Region for Arthur J. Gallagher Risk
Management Services, Inc. (Gallagher”), which has its principal office located at 300 Fellowship
Farm Road, Mt. Laurel, New Jersey 08054. I am authorized to make this declaration (this
“Declaration”) on behalf of Gallagher.

2. The matters set forth in this Declaration are based on information and belief and
my review of relevant documents.

3. I submit this Declaration in support of *Indenture Trustee’s Responses to the
Emergency Motion of Alfred T. Giuliano, Chapter 7 Trustee, for an Order: (I) Authorizing the*

Trustee to Continue Limited Operation of the Debtors' Business Pursuant to 11 U.S.C. § 751 through and including May 10, 2024, (II) Authorizing on an Interim Basis the Use of Cash Collateral Pursuant to 11 U.S.C. § 363 and the Obtaining of Secured Post-Petition Financing on a Secured and Superpriority Basis Pursuant to 11 U.S.C. § 364, and (III) Scheduling a Final Hearing on the Use of Cash Collateral and Post-Petition Financing Under Bankruptcy Rule 4001 [Case No. 24-10828 (KBO), Docket No. 10].

4. In November 8, 2022, Gallagher acquired the assets of Newlight Capital, LLC (“Newlight”).

5. On June 5, 2023, Newlight, as servicer for the benefit of the Disbursing Agent and as collateral agent for the benefit of the Indenture Trustee under the 2023 Trust Indenture (as defined below) (in such capacity, the “Servicer”), entered into that certain Proceeds Disbursing and Security Agreement (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time as of the date hereof, the “2023 PDSA”), by and between (i) the Servicer, (ii) UMB Bank, National Association, solely as the Indenture Trustee (as defined below) under the 2023 Trust Indenture (as defined below), solely in its capacity as disbursing agent (the “Disbursing Agent”), and (iii) Debtors Cooks Venture, Inc., Cooks Venture Poultry, Inc., and Cooks Venture Poultry Jay, Inc., each as co-obligors (collectively, the “Debtor Co-Obligors”). A true and correct copy of the 2023 PDSA is attached hereto as **Exhibit A**.

6. The parties entered into the 2023 PDSA in connection with the issuance by Debtor Cooks Venture, Inc. (the “Issuer”) of those certain Fixed Rate Senior Notes, Series 2023-C in the aggregate face amount of \$60,000,000 (the “2023 Notes”), which are governed by the terms of a Trust Indenture, dated as of June 5, 2023 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time as of the date hereof, the “2023 Trust

Indenture”), by Issuer and UMB Bank, National Association, as indenture trustee (the “Indenture Trustee”). A true and correct copy of the 2023 Trust Indenture is attached hereto as **Exhibit B**.

7. Subsequent to the execution of the 2023 PDSA, Gallagher IP Solutions LLC (“Gallagher IP Solutions”) assumed certain of the assets and related business of Newlight.

8. Under the terms of the 2023 PDSA, proceeds of the 2023 Notes were disbursed to the Issuer in the form of a loan. The loan is referred to in the 2023 PDSA as the “Term Advance.”

9. Under Section 2 of the 2023 PDSA, Debtors Cooks Venture, Inc., Cooks Venture Poultry Inc. and Cooks Venture Poultry Jay, Inc., as the Debtor Co-Obligors, are required to make monthly interest payments on the Term Advance and to repay the entire \$60,000,000 outstanding principal balance of the Term Advance on the “Term Advance Maturity Date.”

10. The interest payments and maturity date of the Term Advance correspond to the interest payments and maturity date of the 2023 Notes. Payments made by the Debtor Co-Obligors under the PDSA are applied by the Indenture Trustee to service the obligations due on the 2023 Notes.

11. To secure their obligations under the 2023 PDSA, each Debtor Co-Obligor granted the Servicer (as representative and for the benefit of the Indenture Trustee, in its capacity as Disbursing Agent), a continuing security interest in all of the Debtor Co-Obligor’s right, title and interest in to and under the “Collateral” described in Exhibit A of the PDSA. *See* PDSA § 4.

12. A portion of the proceeds from the issuance of the 2023 Notes were used to pay down and refinance (the “2023 Refinancing”) notes issued by Debtor Cooks Venture, Inc. in January 2022 (the “2022 Notes”). The 2022 Notes were issued, and the proceeds were loaned to the Debtor Co-Obligors, under a trust indenture and proceeds disbursing and security agreement

(respectively, the “2022 Trust Indenture” and “2022 PDSA”) that substantially mirror the 2023 Trust Indenture and 2023 PDSA.

13. The Indenture Trustee and Servicer occupied the same roles under the 2022 Trust Indenture and 2022 PDSA as they do under the 2023 Trust Indenture and 2023 PDSA. As a result, and for purposes of administrative convenience, the UCC financing statements filed against the Debtor Co-Obligors to secure their obligations under the 2022 PDSA continue to secure the Debtor Co-Obligors’ obligations under the 2023 PDSA. A true and correct copy of the UCC financing statements filed against the Debtor Co-Obligors are attached hereto as **Exhibit C**.

14. A true and correct copy of the control agreement, dated as of February 4, 2022, perfecting the Servicer’s interest in Debtor Cooks Venture Poultry, Inc.’s deposit accounts with JPMorgan Chase Bank are attached hereto as **Exhibit D**.

15. A true and correct copy of the stock certificates of the Co-Obligor Debtors pledged as Collateral that are in the possession of the Servicer are attached hereto as **Exhibit E**.

16. To further secure the Debtor Co-Obligors’ obligations under the 2023 PDSA, mortgages were granted to the Servicer in December 2023. A true and correct copy of the mortgages executed by the Debtor Co-Obligors on December 18, 2023 are attached hereto as **Exhibit F**.

17. To the best of my knowledge and belief, and based on my review of available documents, the Servicer has never signed an agreement in which the Servicer, or any representative on its behalf, agreed to subordinate the payment obligations due on the 2023 Notes or under the 2023 PDSA—or to subordinate the priority of the liens granted to the Servicer under the 2023 PDSA—to any other party, including Cooks CA LLC.

Dated: April 25, 2024

/s/ Anthony McIntyre

Anthony McIntyre

Vice Chairman Northeast Region